



**CATHOLIC RELIEF SERVICES (CRS)**

**Request for Proposals No:** 2.2024/CRS BRAND ITEMS

**For the procurement of:** CRS Branded Promotional Items

**Contracting Entity:** Catholic Relief Services

**Contacts:** Jolene Coachy Jean-Baptiste and Erin Metzler

**Issue Date:** 3/6/2024

**Deadline for Questions:** 3/20/2024

**Proposal Due Date:** 4/10/2024

**Estimated Award Date:** 4/24/2024

## **PART 1: GENERAL INFORMATION**

### **Organization and Background**

Catholic Relief Services (CRS) is an international not for profit non-governmental organization founded in 1943 by the Catholic Bishops of the United States to serve World War II survivors in Europe. Today, it is the official international humanitarian agency of the U.S. Catholic community. It provides support to impoverished and disadvantaged people in over 100 countries overseas based solely on need, regardless of their race, religion, or ethnicity. Within the United States, CRS engages Catholics to live their faith in solidarity with the poor and suffering of the world. CRS works with individuals, dioceses, parishes, schools, and organizations throughout the United States to offer Catholics at home concrete ways to contribute to the progress of the world by helping the poorest and most vulnerable overseas. Catholic Relief Services (CRS) supports hundreds of transformative projects in more than 100 countries around the world. CRS accomplishes relief and development work through programs of emergency response, HIV, health, agriculture, water, education, microfinance, peacebuilding and partnership. We work through CRS offices located in Africa, Asia, Europe, the Middle East and Latin America and the Caribbean. Please visit [www.crs.org](http://www.crs.org) for more information.

### **Objective and Description of Services**

CRS is seeking to hold a one-year contract with a supplier of promotional branded merchandise. CRS *only* brands our logo on fair labor manufactured products, a primary criteria which also includes the decoration materials such as embroidery thread, inks etc. CRS holds a set list of commonly ordered products which are referenced in Annex #1 (also the quote submission document).

CRS does need to source one-off items occasionally, which are not part of this RFP but which carry the same fair labor manufacturing criteria.

In 2019, CRS spent approximately in excess of \$200,000 per year on branded merchandise which dropped in 2020 & 2021. The approximate spend was \$50,000 in calendar year 2022 and \$120,000 in year 2023. CRS expects business in this category will continue to grow annually.

### **Submission of Proposals**

Proposals must be submitted no later than the Proposal Due Date indicated on page 1. Bidders shall submit Technical and Financial Proposals via email to [jolenecoachy.jeanbaptiste@crs.org](mailto:jolenecoachy.jeanbaptiste@crs.org) and [erin.metzler@crs.org](mailto:erin.metzler@crs.org) with subject reference: **RFP No.: 2.2024/CRS BRAND ITEMS**. Requests for extension must be submitted in advance of the Proposal Due Date for consideration by CRS.

### **Validity Period**

Bidders shall submit proposals that are valid for a minimum of **60** calendar days from the Proposal Due Date indicated on page 1.

### **Language**

All proposals must be in English.

### **Intent to Bid**

Each prospective Supplier that intends to bid should email their intention to bid to [jolenecoachy.jeanbaptiste@crs.org](mailto:jolenecoachy.jeanbaptiste@crs.org) and [erin.metzler@crs.org](mailto:erin.metzler@crs.org) prior to the Deadline for Questions due date indicated on page 1 with subject reference: **RFP No.: 2.2024/CRS BRAND ITEMS.**

### **Questions**

Bidders shall submit any and all questions regarding the RFP in writing to [jolenecoachy.jeanbaptiste@crs.org](mailto:jolenecoachy.jeanbaptiste@crs.org) and [erin.metzler@crs.org](mailto:erin.metzler@crs.org) by singular request with subject reference: **RFP No.: 2.2024/CRS BRAND ITEMS.**

Questions must be submitted no later than the Deadline for Questions Date specified in page 1. All questions will be compiled and answered in blind copy to all bidding organizations who have shown an Intent to Bid in an anonymous fashion. Neither oral questions nor questions submitted after the deadline will be accepted.

### **Conflict of Interest**

A conflict of interest arises when the private interests of an implementing partner, supplier, consultant, or contractor conflict with the best interests of CRS and/or when their interests or loyalties could prevent them from deciding only in the best interests of CRS. Should a partner, supplier, consultant, or contractor have an actual or potential conflict of interest, this needs to be disclosed in writing to Jolene Coachy Jean-Baptiste and Erin Metzler at [jolenecoachy.jeanbaptiste@crs.org](mailto:jolenecoachy.jeanbaptiste@crs.org) and [erin.metzler@crs.org](mailto:erin.metzler@crs.org) with details of the conflict identified.

### **Modification**

If at any time prior to award CRS deems there to be a need for a significant modification to the terms and conditions of this RFP, CRS will issue such a modification as a written RFP amendment to all competing offerors. No oral statement of any person shall in any manner be deemed to modify or otherwise affect any RFP term or condition, and no offeror shall rely on any such statement. Such amendments are the exclusive method for this purpose.

### **Resulting Award**

Single contract: As a result of this solicitation, CRS intends to award a single Long Term Agreement (LTA) for one year with an option for up to 4 additional year renewals (maximum of 5 total). Any resulting contract will be subject to the terms and conditions contained in **Part 3.**

## Proposal Acceptance and Rejection

CRS is not bound to accept the lowest or any proposal and reserves the right to accept any proposal in whole or in part and to reject any or all proposals. CRS shall not be legally bound by any award notice issued for this RFP until a contract is duly signed and executed with the winning offeror.

## Liability and Obligation

CRS reserves the right to cancel this solicitation at any point and is under no obligation to issue a contract as a result of this solicitation. CRS will not reimburse any expenses related to the preparation of any proposal related materials or delivery.

## Proposal Requirements and Evaluation

CRS seeks to identify the proposal that offers the best value-for-money. Proposals will be evaluated in three stages as follows:

### (1) Administrative Evaluation (pass/fail).

Proposals must meet the following mandatory requirements:

- a. The proposal is submitted in accordance with the requirements in Part 1 of this RFP.
- b. The vendor demonstrates proof of registration or incorporation in the public registry, or equivalent document from the government office (e.g.: Articles of Incorporation, Certificate of Status, etc).
- c. Bidders are vetted and do not appear on any Governmental watch list.

Bidders that meet these requirements will move to the next evaluation stage.

### (2) Technical Evaluation (weighted, 70 points)

Proposals must demonstrate the bidder's capacity to satisfactorily complete the Scope of Work (Part 2). Proposals must respond to the following criteria. CRS will evaluate each criterion based on the points assigned.

- a. Proposal includes a brief description of the company, including links to any parent company and/or subsidiaries, proof of legal business registration and a minimum of 2 customer references.
- b. Submitted price proposal on the provided quote form.
- c. Demonstrates a clear understanding of SOW with the technical capability to complete the required functions of the SOW.

Bidders' technical proposals can receive up to 70 points. Technical proposals must obtain a minimum score of 50 to move to the next evaluation stage.

Criteria	Points
Proposal includes brief description of the company, registration of incorporation, legal registration and 2 references.	20
Submitted price proposal on provided quote form which includes clear details of any substituted items.	10

Demonstrated clear understanding of SOW and ability to meet the Technical Criteria requirements.	40
<b>TOTAL POINTS</b>	<b>70</b>

(3) Financial Evaluation, 30 points

The financial proposal will:

- a. include all costs associated with implementation of the technical proposal
- b. be expressed in US Dollar

The proposal with the lowest total price will be awarded 30 points. All other bidders' scores will be decreased proportionally from the lowest total price.

(4) Final score

CRS will add up the technical proposal score and the financial proposal score. The bidder with the highest total score will be awarded the contract.

**Negotiation**

CRS reserves the right to engage in negotiations with Suppliers upon completion of the bid evaluation process.

**CRS Code of Conduct and Ethics**

The Supplier or Service Provider agrees to adhere to the requirements laid out in the Supplier and Service Provider Code of Conduct.

[https://www.crs.org/sites/default/files/supplier\\_code\\_of\\_conduct.pdf](https://www.crs.org/sites/default/files/supplier_code_of_conduct.pdf)

Any possible breaches or any violations of CRS's [Code of Conduct and Ethics](#) can be reported confidentially through the third party, EthicsPoint. Reporting can be done by:

- a. Submitting an online report on the secure and confidential website: [www.ethicspoint.com](http://www.ethicspoint.com)
- b. Calling the EthicsPoint hotline: 1-866-295-2632

**Source of Funding**

CRS receives funding from various sources including, but not limited to, Governmental Organizations. As such, some individual orders may be subject to donor specific regulations.

## Part 2: Scope of Work

### Bidders Technical Criteria

- Provide CRS with a main point of contact who manages all aspects of CRS orders such as a Sales Representative and/or one Customer Care representative (with a backup representative) - all whom are familiar with CRS requirements to effectively manage CRS orders.
- Provide electronic proofs prior to production and retain prior proof approvals for re-ordered merchandise from the awarded contract/Long Term Agreement.
- Capable of shipping both domestically in the United States and internationally to CRS offices worldwide with either an in-house trained shipping department or utilizing a qualified freight forwarding agent (for international shipments). Shipping/freight is a pass through cost to CRS.

#### *Notes for Domestic shipments:*

- a. Completed orders of multiple products managed by different decorators can be drop shipped to the provided delivery address as completed by the decorator. A packing slip which includes the CRS Purchase Order reference enclosed.

#### *Notes for International shipments:*

- a. Completed orders of multiple products managed by different decorators must be consolidated into a singular shipment.
  - b. Supplier will manage all necessary and appropriate shipping documents required for the destination country and provide advance drafts via email for CRS review and approval prior to release of shipment. Note: Shipping documents must be referenced to CRS Purchase Order.
  - c. Capacity to hold complete consolidated orders if necessary while CRS completes pre-clearing functions, if applicable for destination country, without warehousing charge.
- Capable, when necessary, to provide minor creative services (when CRS co-brands with a partner logo). Fee for such services quoted at time of need.
  - Bidder has a firm understanding of manufacturing/fair labor certifications or standards and commitment to adhere to such standards when quoting or selling CRS any merchandise which the CRS or partner logo will be placed. Such should be identified in bidders introduction or company background information.

## **Bidders Price Criteria**

- Price proposals must be submitted on provided quote form. No other quote documents will be accepted.
- The included quote document provides the specific product to be quoted, including the manufacturer information and part number. Any item necessitating a substitution by the bidder must be a fair labor manufactured item with complete details of the substituted product included in bidder comments section.
- Set up or PMS match fees: one time set up fees or PMS fees may be necessary. Any item where a fee is required each order should be amortized into the each price of the item.

## **Additional Information:**

This RFP process is intended to manage a long term agreement for CRS's already sourced and commonly used promotional products. CRS is reactive to requisitions submitted for such products. At this time, we are not seeking freight quotes. The process for quoting freight will be managed at the time CRS wishes to order items and such quotes will be obtained by way of a RFQ process submitted to the awarded supplier who holds the LTA with CRS.

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**Catholic Relief Services - United States Conference of Catholic Bishops**

**Long-Term Purchasing Agreement  
for  
Equipment, Goods, or Supplies**

Catholic Relief Services - United States Conference of Catholic Bishops (“Catholic Relief Services” or “CRS”), a nonprofit corporation organized and existing under the law of the District of Columbia, with its World Headquarters and principal place of business at **228 W. Lexington Street., Baltimore, Maryland 21201**, hereby enters into this Long Term Agreement (the “Agreement”) for the purchase of Equipment, Goods, or Supplies (“Goods”) with the entity (the “Supplier”) named and described as follows:

The complete legal name of the Supplier is: \_\_\_\_\_

Supplier, as a legal entity, is organized/incorporated in the State of: \_\_\_\_\_

Supplier’s type of legal entity (e.g. LLC, Corporation) is: \_\_\_\_\_

Supplier’s Federal Employer I.D. Number or other TIN is: \_\_\_\_\_

Supplier’s principal place of business is located at: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supplier’s principal contact is: (name) \_\_\_\_\_

\_\_\_\_\_  
(Phone) \_\_\_\_\_ (Email)

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_ 20\_\_, by and between CRS and \_\_\_\_\_. In consideration of the mutual promises contained herein, the parties agree as follows:

**A. Scope of Agreement**

Catholic Relief Services agrees to purchase from Supplier, on an “as needed” basis, the items listed in Annex One which are attached hereto and incorporated by reference, at the prices, lots, and other specifications therein listed. Such items shall conform to the standards and specifications provided by CRS and/or the product samples provided by Supplier and approved by CRS. Any purchase or procurement under this Agreement shall be made via CRS’ standard and formal Purchase Order.

Catholic Relief Services makes no quantity commitment regarding how many or even if any or all of the Goods listed in Annex One will ever be ordered, and Supplier understands and acknowledges that Catholic Relief Services operates on an as-needed/as-ordered basis and has no way of knowing or committing to specific items or quantities with regard to potential orders.

## **B. Fixed Pricing**

Supplier agrees to sell the Goods to Catholic Relief Services at the fixed price indicated in Annex One through \_\_\_\_\_. In the event of an unavoidable price increase imposed upon Supplier by its own supplier(s), Supplier agrees to notify Catholic Relief Services immediately and Catholic Relief Services shall, in its sole discretion, have the option to requote said item(s) with other suppliers and potentially discontinue future purchases from Supplier on said item(s) and terminate this exclusive Agreement in whole or in part.

## **C. Invoicing and Payment**

Catholic Relief Services hereby stipulates that it shall pay only for items ordered via formal Purchase Order and at with the terms of Net 30 days payment. All invoices for domestic or internationally shipped orders are to be submitted to: Catholic Relief Services, Attn: Accounts Payable, 228 W. Lexington Street, Baltimore MD 21201 via US Mail services or submitted electronically via email to: [accountspayable@crs.org](mailto:accountspayable@crs.org) unless otherwise advised. Supplier acknowledges that Invoices must match the Purchase Order, and that all invoices and associated paperwork including packing slips must reflect CRS' Purchase Order number.

## **D. Provision of Goods**

The Goods provided by Supplier shall conform to the type and specifications indicated in Annex One attached hereto. Supplier agrees that all Goods and products sold to Catholic Relief Services shall be manufactured, adapted, and/or imprinted or branded according to specifications provided by Catholic Relief Services in Annex One, and, where applicable, produced by factories that are certified in Fair Labor Practices only.

## **E. Delivery and Freight**

Goods that will ship internationally will be quoted on an as needed basis by Supplier and freight will be based on DAP Incoterms 2010 to the specified Catholic Relief Services destination. Supplier shall handle all arrangements to deliver said Goods to the destination, including any and all required customs paperwork which shall be included as part of the quoted price.

Domestically shipped goods that are quoted freight delivered are noted in Annex One; otherwise freight costs will be quoted and invoiced as incurred.

## **F. Pass-through Pricing**

For shipments which have freight charges that are billable to Catholic Relief Services, invoices submitted for payment must include copies of the freight forwarder's original freight bill(s). This includes all international shipments and domestic shipments.

## G. Terms and Conditions

Catholic Relief Services' Standard Terms and Conditions may be found at <http://crs.org/vendor-terms/vendor-terms.pdf> or obtained from Catholic Relief Services upon request. CRS' Standard Terms and Conditions are incorporated herein by reference and form part of this Agreement. To the extent that there are any inconsistencies between an individual Purchase Order and the Terms and Conditions, the Purchase Order controls. Supplier acknowledges that it has obtained and reviewed these Terms and Conditions, including the certifications and representations contained therein. The Purchase Order, along with Catholic Relief Services Standard Terms and Conditions is valid and binding upon Supplier's acknowledgement of same, or upon the Supplier's performance (any affirmative act) in furtherance of the terms of the Purchase Order.

## H. Term and Termination

This Agreement becomes effective upon the date first written above, and extends through \_\_\_\_\_. Any extension to the Agreement must be memorialized in a writing signed by both Parties.

Either party may terminate this agreement without cause upon thirty (30) days' written notice.

## I. Miscellaneous Provisions

1. Dispute Resolution. In the event CRS is dissatisfied with Supplier's performance under this Agreement, or a dispute otherwise arises between the parties in connection with this Agreement or the transactions contemplated by it, before resorting to judicial process, CRS shall notify the Supplier's management thereof, and CRS's representative and the Supplier's management will attempt to resolve the matter. If the dispute cannot be resolved by these liaisons within ten (10) business days of CRS's informing Supplier in writing of the issue in dispute, then CRS's representative will promptly refer the dispute to CRS's senior management and the Supplier management will promptly refer the dispute to Supplier's senior management. If these persons cannot resolve the dispute within ten (10) business days after the conclusion of the preceding ten (10) day period, then either party will have the right to proceed to resolve the dispute by judicial process.
2. Independent Suppliers. Each party is an independent entity, and does not have any authority to bind or commit the other to any transaction or commitment not governed by this Agreement. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, partnership, fiduciary or agency relationship between the parties for any purpose.
3. Complete Agreement. This Agreement, in conjunction with Annex One, sets forth the entire understanding between the parties and supersedes all prior agreements, conditions, warranties, representations, arrangements and communications, whether oral or written, with respect to the subject matter of this Agreement, whether with or by the Supplier, any of its affiliates, or any of their employees, officers, directors, agents or shareholders. Each party acknowledges that it is a sophisticated business entity and that in entering into this Agreement, it has had the opportunity to consult with counsel of its choosing.
4. Execution and Amendment. This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be considered an original for all purposes, and all of which when taken together shall constitute one agreement binding on the parties, notwithstanding that both parties are not signatories to the original or the same

counterpart. This Agreement may not be modified or amended except by the mutual written agreement of the parties.

5. Assignment. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.
6. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such term or provision shall be deemed modified to the extent necessary, in the court's opinion, to render such term or provision enforceable. Upon such modification, the rights and obligations of the parties shall be construed and enforced in accordance with such modification, preserving to the fullest permissible extent the intent and agreements of the parties set forth in this Agreement.
7. Notice. Any notice or other communication provided under this Agreement shall be in writing and shall be effective either when delivered personally to the other party, or five (5) days following deposit of such notice or communication into the United States mail (certified mail, return receipt requested, or first class postage prepaid), facsimile (with confirmation of delivery) or overnight delivery services (with confirmation of delivery), addressed to such party at the address set forth above in this Agreement. Either party may designate a different address by notice to the other given in accordance with this Agreement.
8. Excusable Delay – Force Majeure. Neither party shall be liable for any reasonable delays in the performance of any of its obligations hereunder due to war, acts of God or other causes beyond its reasonable control. The affected party shall exercise its best efforts under the circumstances to remove or remedy the events of *force majeure* and the effects thereof and resume full performance hereof as soon as possible.
9. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of Maryland, without giving effect to conflict of law rules. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the City of Baltimore, in the State of Maryland. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized agents as of the date first above written.

Catholic Relief Services – United States  
Conference of Catholic Bishops

Supplier

By:

By:

Title:

Title:

Date:

Date: